

**Stark County, Ohio**  
**Request for Proposals**  
**For**  
**Stark County Payments By**  
**Credit Cards and Other Financial**  
**Payment Transaction Devices**

**For Inquiries and Submission of Proposal, please contact:**

Alex Zumbar  
Stark County Treasurer  
County Administration Building  
110 Central Plaza S., Suite 250  
Canton, OH 44702-1410  
330-451-7814

**RFP Request Due Date: Monday, September 9, 2013 12:00 NOON**

## **INFORMATION TO VENDORS**

### **NOTICE**

The Board of Stark County Commissioners has adopted a Resolution authorizing the processing of bank card payments to County elected officials by the following offices: Board of Commissioners; County Auditor; County Treasurer; County Engineer; County Recorder; County Prosecuting Attorney; County Sheriff; County Corner; County Park District; the Clerk of the Probate Court; Clerk of Courts for all divisions of the Courts of Common Pleas; the Board of the Stark County Combined General Health District. The financial transaction devices that may be used are: credit card, debit card charge card, prepaid or stored value card, or automated clearinghouse network credit, debit, or e-check entry that includes, but is not limited to, accounts receivable and internet-initiated applications, or any other device or method for making an electronic payment or transfer of funds. Uniform acceptance of financial transaction devices among the different types of county expenses is not required.

The County intends to request proposals from financial institutions, issuers of financial transaction devices, or processors of financial transaction devices for these purposes.

A financial institution, issuer or processor that is interested in receiving a request for proposals must submit written notice of its interest no later than noon on Monday, September 9, 2013. Proposals will be mailed to those who respond. The proposal will be available under the Stark County website at [www.starkcountyohio.gov](http://www.starkcountyohio.gov)

There will be a link under the Commissioners site.

Submit written notice of interest to

Stark County Treasurer, Alexander Zumbar, Administrative Agent  
110 Central Plaza South, Suite 250  
Canton, Ohio 44702

**BY ORDER OF THE BOARD OF STARK COUNTY COMMISSIONERS CANTON, OHIO**

Jean Young, Purchasing Manager/Clerk

Publish in: The Repository

Publication dates: August 19, 2013 and August 26, 2013

**RFP RECEIPT FORM**

**RFP SPECIFICATIONS FOR:**

**STARK COUNTY PAYMENTS BY CREDIT CARDS  
AND OTHER PAYMENT TRANSACTION DEVICES**

The vendor is to complete this form at time of receiving a proposal packet. This form must be retained in the Stark County Commissioner's Office RFP folder to enable the County to send updates or corrections to the attached request for proposal documents.

If vendor has obtained this proposal packet electronically, please submit a completed copy of this document to: Stark County Treasurer, Alexander Zumbar, Administrative Agent; 110 Central Plaza South, Suite 250; Canton, Ohio 44702

**VENDOR COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP CODE** \_\_\_\_\_

**PHONE:** (\_\_\_\_) / \_\_\_\_ - \_\_\_\_\_

**FAX:** (\_\_\_\_) / \_\_\_\_ - \_\_\_\_\_

**CONTRACT PERSON:** \_\_\_\_\_

**E:MAIL:** \_\_\_\_\_

**DATE GIVEN OUT** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ **BY:** \_\_\_\_\_  
COUNTY EMPLOYEE

**Interest in receiving the request for proposal must be received in writing by the Stark County Treasurer by 12:00 noon on Monday, September 9, 2013** Proposals and all accompanying documentation will become the property of the Board of County Commissioners of Stark County, Ohio, and will not be returned. In order to receive the proposal packet all respondents must have submitted a letter of interest to the Administrative Agent, Alexander A. Zumbar no later than 12:00 noon September 9, 2013. The letter of interest is to be directed to the office of Stark County Treasurer via US mail at **Stark County Treasurer, Alexander Zumbar, Administrative Agent; 110 Central Plaza South, Suite 250; Canton, Ohio 44702.**

Any vendor may take exception to specifications. If such exception is taken, the vendor must clearly state the original specification, the suggested exception, and explain the reason for the exception or substitution. The Stark County Commissioners and/or Treasurer reserve the right to determine if the exception is acceptable.

The Stark County Commissioners reserve the right to waive any informality in the submitted proposals, to reject any and all proposals and to accept the proposal or multiple proposals which serves the best interest of the County as determined by the Stark County Commissioners and/or Treasurer.

All respondents to this request for proposal are hereby advised that the determination for the best proposal may be based on factors other than price. The Treasurer will take into consideration the response that best suits the needs of the county. The Treasurer will review all proposals submitted and then may choose to contract with any or all of the entities submitting proposals, as appropriate.

If the RFP is not in the best interest of all concerned, the Board may accept another proposal so opened or reject all proposals and advertise for other RFPs. The Board of Commissioners and/or the Treasurer reserves the right to reject any or all RFPs and to waive any or all irregularities, mistakes, omissions, and errors in the RFPs to the extent permitted by Law. This includes the right to extend the date and time for receipts of RFPs.

### **PROPOSAL RESPONSE**

The vendor must detail in the response to a government entity the type of payments that will be accepted through the use of a financial transaction device: i.e.: court costs, fines, real estate taxes, personal property taxes, recording fees, auto title fees, vehicle registration fees, and any other fee, cost, assessment, fine, penalty or any other payment owed to a county office under the authority of a county elected official.

### **REQUEST FOR PROPOSALS**

The Board of Commissioners of Stark County, Ohio intends to enter into contractual relationship(s) for the processing of bank card and electronic check payments to County elected officials, as authorized by Commissioners Resolution #69-175 and Ohio Revised Code 301.28.

Any questions related to this RFP may be directed to the office of Stark County Treasurer via US mail at **Stark County Treasurer, Alexander Zumbar, Administrative Agent; 110 Central Plaza South, Suite 250; Canton, Ohio 44702.**

## **I. SCOPE OF PROJECT**

Stark County is seeking a vendor to provide all services necessary to process payments by Credit Cards and Other Payment Transaction Devices. Pursuant to ORC 301.28(A)(1), a Financial Transaction Device is defined to include a credit card, debit card, charge card, or prepaid or stored value card, or automated clearinghouse network credit, debit, or e-check entry that includes, but is not limited to, accounts receivable and internet initiated, point of purchase, and telephone-initiated applications or any other device or method for making an electronic payment or transfer of funds. Stark County intends to accept Visa, MasterCard, American Express and Discover branded credit cards; it does not intend to accept additional brands in the foreseeable future. In addition, the County wishes to accept virtually all debit cards – both traditional bank-branded ATM cards and Visa and MasterCard branded debit cards that are capable of being processed through national debit and credit networks.

Stark County largely intends all transactions to be processed on the convenience fee model where the user (constituent) pays the transaction fees in addition to the net amount due the County.

Stark County Offices authorized by resolution to accept payments by financial transaction devices include ...

### **Stark County Board of Commissioners**

**Stark County Auditor**

**Stark County Treasurer**

**Stark County Engineer**

**Stark County Recorder**

**Clerk of Courts for all divisions of the Courts of Common Pleas**

**Board of the Stark County Combined General Health District.**

### **Stark County Prosecuting Attorney**

**Stark County Sheriff**

**Stark County Coroner**

**Stark County Park District**

**Clerk of the Probate Court**

Since this is a new program to Stark County for many of the departments, no historical usage information is available.

## **II. SUBMISSION PROCEDURES & CONDITIONS**

Stark County encourages all qualified vendors to participate in the Request for Proposals (RFP) process. Stark County reserves the right to reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents to this RFP and to award contracts based on services other than those explicitly set forth in this RFP. After reviewing the proposals, Stark County may elect to withdraw this RFP, make changes, and issue a modified RFP.

Stark County may use any and all ideas presented in any proposal. Selection or rejection of the proposal does not affect this provision. Where two or more proposals are extremely competitive and deemed to be finalists for receiving contract awards, Stark County may enter into discussion with any and all vendors; request oral presentations, and request revised proposals. Proposals of vendors will be evaluated using the following criteria:

1. Ability of the vendor to meet office operation requirements, including installing new systems, processing transactions, troubleshooting problems, and providing meaningful reporting.
2. Ability of the vendor to provide installation, training and technical support services on accepted system and future upgrades as new technology is introduced into the marketplace.
3. The cost of services.
4. The time frame of work plan and schedule.

Stark County is not liable for any costs or expenses incurred by vendors in the preparation of their proposals. All materials submitted with the proposal become the property of Stark County and may be returned only at the discretion of Stark County.

**Interest in receiving the request for proposal must be received in writing by the Stark County Treasurer by 12:00 noon** on Monday, September 9, 2013. Proposals and all accompanying documentation will become the property of the Board of County Commissioners of Stark County, Ohio, and will not be returned. In order to receive the proposal packet all qualified vendors must have submitted a letter of interest to the Administrative Agent, Alexander A. Zumbar no later than 12:00 noon September 9, 2013.

**The vendor shall submit their proposal no later than 4:00 P.M. September 30, 2013.**

The Treasurer offers the following guidelines for submitting proposals:

1. Refer to Appendix A for a summary of submittals
2. Submit one original and one photocopied version

Mailing address for all proposals: Stark County Treasurer at Stark County Treasurer, Alexander Zumbar, Administrative Agent; 110 Central Plaza South, Suite 250; Canton, Ohio 44702. The proposal must be submitted in a sealed envelope or similar container clearly marked as **“Proposal for Acceptance of Payments by Credit Cards and Other Payment Transaction Devices”**.

Vendor's proposal shall be valid for 60 days. The Board of Stark County Commissioners will award a contract within 60 days of the proposal opening. Successful vendor shall provide Stark County with a contract within 10 days of the notice of award; this contract must be approved and

signed by both parties. Vendor shall complete the services and furnish the goods in accordance with the vendor's proposal and the contract within 60 days of the fully-executed contract date.

Vendors assume responsibility for all services offered in the proposal, whether provided by the vendor or a subcontractor. The vendor will identify any subcontractors in its proposal. Stark County will consider vendors to be the sole point of contact for all contractual matters, including payment of any and all charges resulting from the cost of any contract. The Stark County Commissioners reserve the right to reject any or all proposals, and to waive any informalities or irregularities in the proposals received.

All references to contractor (vendor) requirements throughout this RFP include subcontractors. Vendors should be aware that, except for trade secrets, the terms of proposals and contracts are public information and can be accessed by the public.

Responses to this RFP should be concise and understandable by a "non-technical" audience. The vendor's proposal will include a flow diagram (with appropriate narration) that graphically describes transaction processing. This diagram will depict the flow of data from the initial transaction authorization to the final funding of the County's bank account(s).

It is understood that the vendor will fulfill these standards by utilizing its alliances with other processing organizations, including the card associations, hardware manufacturers and/or distributors, and front-end processors. The vendor must describe when and how these alliances will be utilized to achieve the County's standards.

Stark County will have the right to cancel the credit card processing service at any time without a cancellation fee.

### **III. SPECIFICATIONS:**

Stark County will ensure internet access. The vendor generally will:

- 1) Currently possess the necessary certifications established by the card associations and front-end processors to conduct the following activities:
  - a. Point-of-Sale (POS) terminal based transaction
  - b. Virtual terminal based transactions
  - c. Mail Order Telephone Order (MOTO) Credit Card Processing via terminal, PC Software, or payment gateway.
  - d. Internet transactions
- 2) Provide all necessary hardware for use in conjunction with any resulting contract.
- 3) Vendor shall have in-house technical support available to assist the County with troubleshooting.
- 4) Vendor shall integrate with Stark County Information Technology Services (ITS) who will be internally hosting billing data for many of the County Departments. ITS will be providing non-confidential payment information online to constituents, enabling them to establish a login on the Stark County billing portal. In this portal, constituents will be able to identify accounts and amounts to pay. Stark County ITS will electronically hand off transaction payment information to the vendor's gateway for payment processing. Vendor's gateway will return non-confidential approval and authorization information to Stark County ITS for record and storage in real-time, per transaction. Stark County will not retain, host or store any confidential credit card account information electronically. Under this scenario, Stark County will not be providing mass data uploads and the vendor will not be required to host said billing information.
- 5) Training for county staff working directly with electronic payments must be provided.
- 6) Replace broken equipment under warranty, when applicable, and serve as an advocate for the County when handling equipment issues with the manufacturer.
- 7) Recommend changes to the County's hardware portfolio in order to take advantage of improved manufacturer/wholesale pricing, newer technology and evolving County card processing strategies.
- 8) Each county office shall be given a unique merchant number and shall be invoiced individually for fees if applicable.
- 9) Vendor will propose a credit/debit card fee structure. Stark County largely intends all transactions to be processed on the convenience fee model where the user (constituent) pays the transaction fees in addition to the net amount due the County.



- 10) Vendor will provide software and hardware that will calculate convenience fee for credit/debit card payment transactions.
- 11) Processing statistics and activity reports shall be available to each office by secure website or e-mail.
- 12) In general, provide two basic types of reports to the County:
  - a. Routine reports. These are compiled on a periodic basis to specified persons at the County.
  - b. Ad hoc reports. These reports are generated as needed for specific and non-routing purposes. These reports are generated on demand by the county offices utilizing the card acceptance program.
- 13) Agree to maintain any association-mandated certifications that may become relevant to the County's credit card processing in the future, including Payment Card Industry Certification.
- 14) Initiate or relay data transmissions to other processors and/or card associations via secure means in accordance with industry-standard guidelines for speed, encryption, and overall security. The vendor will be responsible for the loss of security compromise of all County transaction data in its possession, to include notifying cardholders when security is compromised and recreating transactions when data is lost.
- 15) Maintain backup and/or redundant systems for use during a disaster or catastrophic event.

#### **IV. VENDOR QUALIFICATION & SECURITY REQUIREMENTS:**

In order to be considered for the contract, Vendor must possess the necessary certifications established by the card associations to conduct the services herein requested and have experience working with government agencies (i.e. Payment Card Industry Security).

Vendor will encrypt all user data and will work with the County to minimize the collection of personal information from the payer. Vendor agrees to protect the confidentiality of all data and not to share it with any third party. Vendors must demonstrate that all sensitive payment information is hosted on a highly-secure system.

Vendors which do not meet these qualifications will be disqualified from further consideration for contract award.

#### **V. FEE PROPOSAL**

Stark County will implement a convenience fee model where the user (constituent) pays the transaction fees in addition to the net amount due the County. The convenience fees are not to be transferred through the County's bank accounts. Vendor will provide software and/or hardware that will calculate convenience fee for credit/debit card payment transactions. The convenience fee model must be compliant with Visa, MasterCard, American Express, Discover and ACH rules and regulations.

1) Identify convenience fees and detail the formula(s) showing how convenience fees are calculated.

2) Other Costs to County or User/Constituent: Any additional fees or charges please list the costs & formula(s) and provide a description.

## **VI. EQUIPMENT & SOFTWARE**

Provide the unit cost to PURCHASE equipment (ie: USB card swipe units), printer, and software on a per unit basis. Please list any applicable maintenance fees. Where existing network printers are to be utilized for receipt printing, please state so.

Please attach the equipment features and specifications (including warranty information) for the recommended brand and model(s) to conduct transactions as described in this RFP.

## **Proposal Format and Structure**

The vendor's proposal should be presented in an organized manner that is tabbed as follows:

- **Section A: The RFP shall include at a minimum:**
  - Vendor contact information.
  - Cover letter signed by the person authorized by your company to obligate the company to perform the commitments contained in the proposal.
  - Company background.
  - Sample list of other government agencies serviced including client contact information.
- **Section B: Fee Proposal and Cost of Equipment/Software to include:**
  - Information contained in Section V of this RFP.
  - An itemized cost listing of information contained in Section VI of this RFP.
- **Section C: Completed Questionnaire (Appendix A)**
- **Section D: Samples of reporting**
- **Section E: Completed and signed "Required Forms" (Appendix B)**
- **Section F: Sample Contract**

Submit one original and two photocopied versions.

## **Appendix A**

### **QUESTIONNAIRE**

Please complete the following questionnaire by inserting your responses in **bold** after each question. This questionnaire should be included in your proposal as Section C. Where a response involves a third-party or alliance relationship, please be sure that it is indicated clearly.

#### **Vendor Background:**

1. How long have you offered card processing services? Have you been merged with or acquired by another organization within the past three years? If so, please provide details. Is a merger or acquisition imminent that will affect bank card processing?
2. Specify the number of clients for which you are providing card processing services and categorize them by industry (such as telecommunications, utilities, retail, government).
3. What are your current alliances and subcontracting relationships? Please explain each party's role in the County's card processing.

#### **Customer Service and Quality:**

1. Do you staff your own help desk? Who is in charge and will provide Customer Service?
2. When I call Customer Service, where will I be calling? Is it a toll free phone number?
3. What are your customer support hours? Do you provide local support or on-site training?
4. What is the average length of service among your Customer Service reps?
5. Do you offer technical support for the hardware you provide/recommend? If so, provide the hours of operation.
6. What other services does your company offer?

#### **Settlement:**

1. Will this merchant account have daily or monthly settlement?
2. What is the settlement transmission time frame for Visa, MasterCard, Discover?
3. What are the latest times that sales transactions (batches) can be transmitted to meet these settlement times?

4. Do you allow for multiple settlement accounts?
5. Are settlement amounts listed separately on the bank statement or will they appear as one lump sum?
6. What are your limitations on:
  - The number of batches that can be transmitted daily?
  - The number of transactions in each batch?
7. Describe your notification process when a batch transmission fails.
8. Will my account be available online or do I have to wait until the end of the month to check my deposits?

**Charge-backs:**

1. Describe how charge-backs and risk management issues are handled. Please include the method by which we will be notified.
2. Are there chargeback fees?

**Security:**

1. Outline the security measures in place for the protection of data transmitted for processing.
2. Describe the security measures used to prevent unauthorized user access to either the system or the data.
3. Describe security measures used to protect Internet transactions.
4. How will your service protect my business in the event of a data breach, and what will your service do to help me prevent a breach in the first place?
5. How will your company assist the County in attaining Payment Card Industry (PCI) compliance?
6. Do you charge a PCI compliance fee?

**Information Reporting:**

1. Describe your routine, periodic reports available to merchants and the Program Manager. Please include:
  - Delivery methods available
  - Chaining or grouping of merchants under a single agency

*Note: Provide samples of these reports in Section D of your proposal*

2. Aside from routine, periodic reports, what non-routine reporting is available? How long do you store data for reporting purposes? What is the normal turnaround time on ad hoc report requests?
3. Describe the Internet-based reporting system you provide so that merchants can generate reporting on an “as-needed” basis.

**Merchant Implementation:**

1. Provide a sample contract. *(Please include as Section F.)*
2. Specify the persons, by name and function, in your organization that have the primary responsibility for merchant accounts (contract implementation). *(This may be included as part of Section A.)*
3. Is there a termination/cancellation fee or time commitment?
4. Provide an implementation schedule.

**Special Considerations/Recovery:**

1. What is your process for handling test transactions? Will you provide the Program Manager with test “dummy” cards? Dummy accounts?
2. Will you conduct (or help the Program Manager conduct) workshops for County merchants on subjects such as fraud awareness, PCI requirements, and charge-backs? Can you support both in-person and high-tech presentations such as web seminars?
3. Describe your local backup and recovery system.

**Other**

1. Prepare a diagram depicting the flow of data from the initial transaction authorization to the final funding of the County’s bank account (Referenced in Section II, page 6).
2. Based on the fee proposed, what would the total monthly billing amount be for a county office that processed \$0 in sales?

FORM OF NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

\_\_\_\_\_,  
BEING FIRST DULY SWORN, AND SAYS THAT HE IS \_\_\_\_\_  
\_\_\_\_\_, (SOLE OWNER, A PARTNER, PRESIDENT, SECRETARY, ETC.) OF \_\_\_\_\_  
\_\_\_\_\_, THE PARTY MAKING THE FOREGOING PROPOSAL, THAT SUCH PROPOSAL IS  
GENUINE AND NOT COLLUSIVE OR SHAM, THAT SAID PROPOSER HAS NOT COLLUDED,  
CONSPIRED, CONNIVED, OR AGREED DIRECTLY OR INDIRECTLY WITH ANY PROPOSER OR  
PERSON, TO PUT IN A SHAM PROPOSAL, OR THAT SUCH OTHER PERSON SHALL REFRAIN FROM  
SUBMITTING A PROPOSAL, AND HAS NOT IN ANY MANNER, DIRECTLY OR INDIRECTLY SOUGHT BY  
AGREEMENT OR COLLUSION, OR COMMUNICATION OR CONFERENCE WITH ANY PERSON, TO FIX  
THE PROPOSAL PRICE OF AFFIANT OF ANY OTHER PROPOSER, OR TO FIX ANY OVERHEAD, PROFIT  
OF COST ELEMENT OF SAID PROPOSAL PRICE, OR OF THAT OF ANY OTHER PROPOSER, OR TO  
SECURE ANY ADVANTAGE AGAINST STARK COUNTY, OR ANY PERSON INTERESTED IN THE  
PROPOSED CONTACT; AND THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL ARE TRUE,  
AND, FURTHER THAT SUCH PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY SUBMITTED THIS  
PROPOSAL, OR THE CONTENTS THEREOF, OR DIVULGED INFORMATION OR DATA RELATIVE  
THERE TO ANY ASSOCIATION OR TO ANY MEMBER OR AGENT THEREOF.

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

MY COMMISSION EXPIRES:  
\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR

SAMPLE  
CORPORATE RESOLUTION

\_\_\_\_\_, Secretary of \_\_\_\_\_

An \_\_\_\_\_ corporation hereby certifies that the following is a true and correct copy of a resolution duly adopted by the Board of Directors \_\_\_\_\_

\_\_\_\_\_, on \_\_\_\_\_, 2013, to

wit:

Resolved, that \_\_\_\_\_ of this Company, namely,

\_\_\_\_\_ be and he hereby is authorized and directed

to enter into any and all contracts, proposal guaranty and performance bonds with the

Board of Commissioners, Stark County, Ohio, for the purpose of furnishing labor and

materials as to \_\_\_\_\_

\_\_\_\_\_

at such price and upon such terms and conditions, including any amendments or

modifications thereto, as said \_\_\_\_\_

in his sole discretion shall deem best, and that said actions shall be binding upon the

Corporation.

Resolved, further, that said \_\_\_\_\_

be, and he further is hereby authorized and directed to execute and deliver unto said

Board of commissioners other instruments, which in his discretion he shall deem

necessary to carry out the foregoing resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2013 and I further certify that said resolution is stil in full force and effect.

SEAL

\_\_\_\_\_  
SECRETARY



PROPOSER'S NAME: \_\_\_\_\_

STATE OF OHIO     )

) SS:

STATEMENT OF NON-LIABILITY

STARK COUNTY     )

FOR DELINQUENT PERSONAL

PROPERTY TAXES

\_\_\_\_\_, BEING FIRST DULY SWORN, SAYS THAT HE HAS

(SEE NOTE BELOW)

BEEN AWARDED A CONTRACT BY \_\_\_\_\_

(NAME OF TAXING DISTRICT)

AFTER COMPETITIVE PROPOSALS; AND THAT AT THE TIME OF THE SUBMISSION OF SAID PROPOSAL SAID AFFIANT WAS NOT CHARGED WITH ANY DELINQUENT PERSONAL PROPERTY TAX ON THE GENERAL TAX LIST OF PERSONAL PROPERTY OF STARK COUNTY.

\_\_\_\_\_  
(SEE NOTE BELOW)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

NOTE: WHERE AN INDIVIDUAL HAS SUBMITTED A PROPOSAL, THE NAME OF THE INDIVIDUAL SHOULD APPEAR HERE. WHERE AN INDIVIDUAL SIGNS FOR A PARTNERSHIP THE NAME OF THE PARTNER SIGNING FOR THE PARTNERSHIP SHOULD APPEAR TOGETHER WITH THE NAME OF THE PARTNERSHIP. WHERE A CORPORATION HAS SUBMITTED A PROPOSAL, THE NAME OF THE OFFICER, HIS POSITION AND THE NAME OF THE CORPORATION SHOULD APPEAR.

PROPOSER'S NAME: \_\_\_\_\_

STATE OF OHIO     )

) SS:

STARK COUNTY     )

STATEMENT OF LIABILITY

FOR DELINQUENT PERSONAL

PROPERTY TAXES

\_\_\_\_\_, BEING FIRST DULY SWORN, SAYS THAT HE HAS  
(SEE NOTE BELOW)

BEEN AWARDED A CONTRACT BY \_\_\_\_\_

(NAME OF SUBDIVISION)

AFTER COMPETITIVE PROPOSAL; AND THAT AT THE TIME OF THE SUBMISSION OF SAID PROPOSAL  
SAID AFFIANT WAS CHARGED WITH DELINQUENT PERSONAL PROPERTY TAX ON THE GENERAL  
TAX LIST OF PERSONAL PROPERTY OF STARK COUNTY, OHIO AND THAT THE AMOUNT SUCH DUE  
AND UNPAID DELINQUENT TAXES IS \$ \_\_\_\_\_ AND THAT THE AMOUNT OF THE  
DUE AND UNPAID PENALTIES AND INTEREST IS \$ \_\_\_\_\_.

\_\_\_\_\_  
(SEE NOTE BELOW)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

NOTE: WHERE AN INDIVIDUAL HAS SUBMITTED A PROPOSAL, THE NAME OF THE INDIVIDUAL  
SHOULD APPEAR HERE. WHERE AN INDIVIDUAL SIGNS FOR A PARTNERSHIP THE NAME OF THE  
PARTNER SIGNING FOR THE PARTNERSHIP SHOULD APPEAR TOGETHER WITH THE NAME OF THE  
PARTNERSHIP. WHERE A CORPORATION HAS SUBMITTED A PROPOSAL, THE NAME OF THE  
OFFICER, HIS POSITION AND THE NAME OF THE CORPORATION SHOULD APPEAR.

## **GENERAL TERMS AND CONDITIONS**

1. **Special Conditions:** Special conditions included in the Proposal Document shall take precedence over any general provisions hereinafter set forth.
2. **Specifications:** Unless otherwise stated the proposal will be considered as being in strict accordance with the specifications outlined in the Proposal Document.
3. All exceptions to the specifications must be clearly defined in supplemental information submitted with the proposal. Descriptive literature to be included where applicable.
4. BE SURE TO INSERT UNIT PRICES AND CARRY OUT EXTENSIONS. In case of an error in extension of prices the unit price will govern
5. Errors or omissions could result in your proposal being declared "invalid".
6. Proposals must be submitted on the forms provided. **No others will be accepted.** All entries must be typewritten or if written, must be styled in printing clearly and legibly in ink. Be sure to sign the original proposal in ink and return in a sealed envelope with the furnished label properly affixed and proposal information noted.
7. Verbal instructions given by any of the Officers, Agents, or Employees of the County shall not be binding upon the County. Instructions in writing only, from the Purchasing Department of the Stark County Commissioners shall be binding.
8. Proposals must submit an affidavit in conformance with ORC Section 5719.042 as to the non-liability or liability for personal property taxes in Stark County. (Form to be supplied by the County).
9. The Stark County Commissioners reserve the right to reject any and all proposals, to waive any informalities or irregularities in the proposals received and to award by item or total or any combination of proposals which is deemed most favorable to the County.
10. SERVICE PROVIDER shall maintain Comprehensive General Liability insurance and shall provide the BOARD with a properly executed Certificate of Insurance with a thirty (30) day cancellation notice in favor of the BOARD.
11. The SERVICE PROVIDER shall agree to hold harmless and indemnify the BOARD and the FACILITY from and against any liability, loss, damage, cost and expense which they may suffer from any claim, demand, action, suit or cause of action which may be made or had against them by reason of negligence on the part of the SERVICE PROVIDER, its agents, servants, or employees.
12. SERVICE PROVIDER will submit to the FACILITY, for the BOARD, copies of licenses, registrations, or certifications which will serve to demonstrate to Authorities, the qualifications of said SERVICE PROVIDER and/or SERVICE PROVIDER'S employees.
13. The BOARD reserves the right to cancel the Agreement for such service by thirty (30) days' written notice. If the SERVICE PROVIDER wishes to cancel the Agreement, it shall do so only if it first gives thirty (30) days' written notice of its intent to cancel to the BOARD.
14. Each proposal must be executed upon the Proposal Form furnished with the attached specifications.
15. PAYMENT TERMS - The SERVICE PROVIDER to issue monthly invoices to the County in the amount of 1/12th of the first years total annual amount.
16. ALL PERSONNEL OF THE SUCCESSFUL PROPOSER ARE TO BE EMPLOYEES OF THE PROPOSER AND NOT COUNTY EMPLOYEES.